

# **Collective Agreement**

Between

**Hayes-Dana Inc**

Filters Division  
Cambridge Plant

and

**United Steelworkers of America**  
Local 4605

**Begins:**

11/07/1989

**Terminates:**

11/06/1992

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# COLLECTIVE AGREEMENT

Made effective this 7th day of November 1989, at Cambridge, Ontario, between

## **HAYES-DANA INC. FILTERS DIVISION CAMBRIDGE PLANT**

or its successors and/or its assigns

hereinafter called the "Company": of the First Part  
and

## **UNITED STEELWORKERS OF AMERICA LOCAL 4605**

hereinafter called the "Union": of the Second Part.

### **ARTICLE I**

#### **Purpose of Agreement**

**1.01.** It is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relations between the employer and the employee and to set forth the basic agreement covering rates of pay, hours of work, conditions of employment, to provide machinery for the adjustment of disputes, to be observed between the parties hereto.

It is also the intent of the parties to secure and sustain maximum productivity per employee during the term of this Agreement. Consistent with the principle of a fair day's work for a fair day's pay, the Union re-emphasizes its agreement with the object of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort.

## ARTICLE II

### Union Recognition

**2.01** The Company recognizes the Union as the sole and exclusive bargaining agency with respect to all matters arising under this Agreement for all its employees at Cambridge, Ontario, save and except foremen, persons above the rank of foreman, inspectors, employees in the Engineering Department, office and sales staff, and laboratory personnel.

**2.02** The word "employee" or "employees" wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above except when the context otherwise provides. Any reference to the male gender in this Agreement shall be construed to include both males and females.

**2.03** The Company will post and supply the Union with a list of employees acting in a supervisory capacity and any subsequent changes to such list.

**2.04** Persons whose regular jobs are not in the bargaining unit shall not perform the work regularly done by bargaining unit employees. This shall not be construed to prevent non-bargaining unit personnel from acting as instructor, performing experimental work, working when an employee is not available or in emergency affecting the safety of employees or damage to equipment. The Company agrees to notify the Union of work designated as "experimental":

## ARTICLE III

### No Discrimination

**3.01** The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, sex or national origin.

**3.02** The Company agrees that there will be no discrimination, interference, restraint or coercion

exercised or practiced by the Company or by any of its representatives with respect to any employees because of his membership in, or connection with the Union.

**3.03** The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the Company, or by any of its members or representatives, and that there will be no solicitation for membership, collection of dues or other Union activity on the premises of the Company except as hereinafter provided.

## **ARTICLE IV**

### **Union Security**

**4.01** It is agreed that all employees now members of the Union shall, as a condition of employment, remain members in good standing for the duration of this Agreement, and that all employees hired during the life of this Agreement shall become members of the Union upon completion of the employee's probationary period (provided that the Company shall not be required to discharge or discriminate against any employee to whom membership in the Union has been denied or terminated on any ground other than his refusal to tender the periodic dues uniformly required to maintain membership in the Union).

**4.02** The Company agrees to deduct the regular monthly dues in accordance with the constitution of the Union and the bylaws of the Local from all wages of employees covered by this Agreement and remit by cheque each month the full amount of money so collected to the Financial Secretary of the Union. The remittance shall be accompanied by a list of all bargaining unit employees showing the amount of each deduction, and if no deduction, indicate the reason for no deduction.

**4.03** Company will continue its present practice concerning lost time reimbursement and subsequent billing to the Union for time off for Union Business.

## **ARTICLE V**

### **Management**

**5.01** It is understood and agreed that all functions of management of the enterprise which are not specifically limited by the express language of this Agreement, are retained by the Employer. The functions listed in this Article are illustrations of the responsibilities retained by the Company and are not intended as an all-inclusive list. The management of the manufacturing operations; methods of production; the direction of the working forces, including but not limited to, the rights to direct and control all the operations or services to be performed in or at the plant or by the employees of the Employer; to decide what work shall be performed in the plant or by employees; to schedule working hours; to hire, promote, demote, and transfer; to suspend, discipline, discharge for cause; to relieve employees because of lack of work or for other legitimate reasons; to make and enforce reasonable shop rules and regulations (provided, however, that any dispute as to the reasonableness of any such rules and regulations or any dispute involving claims of discrimination against any employee in the application of any such rules or regulations should be subject to the grievance procedure of this Agreement); to establish production standards and rates for new or changed jobs; to introduce new and improved methods, materials, equipment or facilities, are among the responsibilities vested exclusively in the Employer.

**5.02** The parties recognize that any management responsibility or right not specifically and clearly limited by the terms of this Agreement cannot be the subject of

the grievance or arbitration procedure under this Agreement.

**5.03** The rights expressed in this Article shall not be exercised in violation of the express written provisions of this Agreement.

## **ARTICLE VI**

### **Grievance Procedure**

**6.01** The Union shall constitute a Grievance Committee which shall be comprised of not more than four (4) persons selected by the Union who shall be employees of the Company and such Committee shall hereinafter be referred to as "the Grievance Committee". The Union shall notify the Company in writing from time to time of the names of the persons constituting the Grievance Committee and the name of the Chairman of this Committee.

**6.02** The distribution of shop stewards throughout the plant and their respective jurisdictions have been agreed to by the parties. Whenever changes in operations necessitate an increase or decrease in the number of stewards, or a modification in jurisdiction in order to have effective representation without undue interference with Company matters, the parties may agree to such changes. The selection of a Chief Steward by the Union may be an addition to the number of stewards permitted under this Agreement if the Union so desires.

Where departments run more than one shift and have ten (10) or more employees regularly scheduled on subsequent shifts, a steward may be appointed for such departmental shift. The Union shall notify the Company in writing of a change or addition and the names of such shop stewards.

**6.03** Should differences arise between the Company and the employees as to the meaning, the interpretations or application of this Agreement, an effort shall be made to settle such differences or arbitrate immediately in the following manner:

An employee having a complaint, whether or not it is a grievance, shall first discuss the matter with his Foreman. If such complaint remains unsettled, it shall be taken up as follows:

Step One: The Shop Steward, with or without the grievant, shall meet in private and discuss the problem with the Foreman. Prior to the meeting, the Foreman shall provide the Steward a few minutes for familiarization with the grievor at a place designated by the Foreman. The Union specifically agrees that the duration of this period for familiarization will be solely for that purpose and will not be abused. If said discussion does not resolve the problem within one full working day after the matter has been discussed, the Union Steward shall, within three (3) working days, present the grievance in writing to the Foreman. The Foreman shall answer the grievance in writing within three (3) working days after receipt of the grievance.

Step Two: Failing satisfactory settlement at Step One, a member of the Grievance Committee shall forward the written grievance to the Human Resource Specialist within five (5) full working days of the decision rendered at Step One. A member of the Grievance Committee and the Steward of the department involved shall meet with the Human Resource Specialist and the Foreman involved in Step One within five (5) full working days thereafter or a mutually agreed upon time. The parties shall attempt to resolve said grievance. Failing satisfactory resolution, a written answer shall be given by the Human Resource Specialist within five (5) full working days after such meeting.

**Step Three:** Failure of a satisfactory settlement at Step Two of the Grievance Procedure, the Grievance Committee with a member of the International Organization of the Union, shall be entitled to appeal such grievance within five (5) full working days of the decision rendered at Step Two to the Plant Manager (or his designee). The Plant Manager (or his designee) and the Grievance Committee with a member of the International Organization of the Union shall meet within five (5) full working days thereafter or a mutually agreed upon time. A written decision to be rendered by the Plant Manager (or his designee) within five (5) full working days after such meeting.

**Step Four:** In the event that no satisfactory settlement is reached between the Plant Manager and the Grievance Committee together with the member of the National Organization of the Union, if the matter concerns the interpretation or alleged violation of this Agreement, then either party hereto shall be entitled to have the same submitted to arbitration, provided that the intention of either party to arbitrate must be given in writing to the other party within thirty (30) working days following the conclusion of the Third Step of the Grievance Procedure or the matter considered closed.

In a letter of agreement between the parties, they have agreed upon a panel (listed alphabetically by last names) of three (3) impartial arbitrator's names for grievances involving general interpretation of the contract, and three (3) permanent arbitrators for issues involving the incentive pay provisions of the Agreement. When a grievance is appealed to arbitration, the first person listed shall be jointly contacted and asked if he can serve and if so to suggest alternative dates for a hearing.

If he is unable to serve within thirty (30) days, the next person on the list shall be contacted and so on if he is unavailable within thirty (30) days. At the time the next grievance is appealed to arbitration, the procedure shall

start with the next person whose name follows the arbitrator who was used in the prior case

The arbitrator shall render his decision within thirty (30) days from the date of the hearing and such decision shall be final and binding upon the Company and the Union and any employee or employees affected. Any such arbitrator shall not have the power to alter, to vary or to make any new provision to this Agreement or to make a decision inconsistent with the terms of this Agreement. Except as provided in Section 18.05, in no event shall any financial liability attach to the Company for any action occurring more than ten (10) days prior to the filing of the grievance when such liability is recurrent in nature and occurs on a daily basis.

The cost and expenses of any duly selected arbitrator shall be borne as to one-half thereof by the Union and as to one-half by the Company, and any other cost and expenses of or in connection with any such arbitration shall be borne by the party which incurs the same.

**6.04** No grievances shall be considered or processed unless it is brought to the attention of management at Step One within ten (10) days following the occurrence of the event giving rise to the grievance

In the event that any grievance or matter involving employees of more than one department or where there are unusual circumstances existing, the Grievance Committee may initiate any matter which requires settlement commencing with Step Two. Where the Committee determines unusual circumstances exist it will give the Company an explanation of these circumstances.

**6.05** Time or pay will not be allowed for time spent by any steward or grievant in respect of the matters provided for in this Article VI, except for reasonable absences from their normal work place and with prior approval of their foreman. Such permission shall not be unreasonably withheld. The members of the Grievance

Committees shall be paid for time lost from work at their base rates during the elapsed time of meetings with Company representatives as provided for in this Article.

**6.06** Shop stewards and Committeemen who are required to attend meetings relating to any labour relations of the Company must first have permission of their immediate foreman. The Company agrees that such permission will not be unreasonably withheld.

**6.07** Should any employee be suspended or dismissed for cause, he shall have recourse to the Grievance Procedure set forth in this Article VI notwithstanding that upon dismissal he may cease to be an employee of the Company. A grievance protesting suspension or discharge shall commence at Step Two. Said employees must submit their grievances if suspended within five (5) working days of such suspension or if dismissal within ten (10) working days following the dismissal. Any employee who receives notice of his suspension or discharge while on the Company premises may interview his steward before leaving the premises, at a location provided by the Company.

If the Board of Arbitrators finds that a suspension or discharge was not for just cause, it may order reinstatement with or without back pay or any portion thereof, consistent with this Agreement and their evaluation of the relevant facts presented to them.

**6.08** Any time limits contained in this Article may be extended by written agreement of the parties.

**6.09** Copies of all warnings and other disciplinary notices shall be given to the Union at the time of issue and for written warnings, suspension or discharge a steward will be present when such disciplinary action is taken. When such a meeting is held it shall be considered to have satisfied Step One of the Grievance Procedure. In determining disciplinary action, records of previous

warnings and disciplinary notices shall not be considered after one (1) year of their issuance

**6.10** Meetings held pursuant to Step Two of the Grievance Procedure shall commence at least one (1) hour or less depending on the number to be discussed before the end of the shift.

## **ARTICLE VII**

### **Seniority Provisions**

**7.01** The term "seniority" shall be defined as the employee's length of service with the Employer at the plant herein involved in years, months and days dating from his last date of employment.

Employees commencing employment on the same day shall be listed in alphabetical order.

**7.02** The parties recognize that job opportunity and security shall increase in proportion to length of service consistent with this Article. Seniority shall be used to determine the relative rights of employees as, and only as, expressly set forth in this Agreement.

**7.03** Each new employee shall be considered as a probationary employee for the first forty (40) working days of employment in any one six-month period, after which his seniority shall date back to the date of hire. There shall be no seniority among probationary employees, and grievances shall not be presented in connection with the discharge or layoff of such employees.

Probationary employees may be laid off, discharged or otherwise terminated at the sole discretion of the Employer.

**7.04** (a) In the event of a reduction of the work force in a job classification, which reduction lasts, or is known will last more than two (2) consecutive days, the most

junior employee(s) in the affected classification shall be reduced out of such classification provided that the senior employee(s) shall have the ability and physical fitness to perform properly the work to be done.

The exception to the downgrading procedure of Section 7.04 shall not be used for more than 96 working hours per calendar year or 16 working hours per calendar month for each employee.

(b) An employee, by seniority, so reduced out of his classification, shall have the right to choose to move to any other job on any shift that they have been previously classified.

From amongst the remaining employee(s) in the classification, the most senior employee(s) shall have the right to replace a more junior employee with the highest earnings potential.

(c) Finally, the most junior employee would replace any employee of lesser seniority where he has the physical fitness and ability to perform the work to be done.

(d) An employee not so placed shall be laid off.

(e) It is agreed that in the administration of this entire Section 7.04, the Company shall provide a period of assistance and familiarization not to exceed two (2) working days in duration to an employee when it believes such period would render an employee qualified for a job based on known facts. If it is determined by the Company that a familiarization period is not to be provided, the Union will be notified as to the reasons.

(f) Excluding skilled classification referred to in subparagraph (c) above, no probationary employee will be actively employed while seniority employees are on lay-off pursuant to Section 7.04 except where such layoff of probationary employees would result in an insufficient number of employees to operate a shift in any classification.

(g) An employee who refuses assignment pursuant to any subparagraph above shall be laid-off until his seniority provides for his recall to the job classification and shift from which he was laid-off. No employee will be allowed to refuse such assignment if it leaves the Company with an insufficient number of qualified employees to perform the required work.

(h) In addition, when a classification on a shift is being reduced, senior employees may request to be put on lay-off. Such request will be granted provided the Company has a sufficient number of qualified employees to perform the required work.

(i) Laid-off and displaced employees shall be recalled to a classification to which they were assigned pursuant to Section 7.04 in the most recent reduction in the work force or their regular classification in the reverse order of lay-off.

New employees will not be hired to fill vacancies prior to offering such vacancies to employees on lay-off according to seniority who are qualified to perform the work.

(j) Employees displaced from their regular classification as a result of the application of this section, shall when an opening occurs, be recalled to said classification on the basis of seniority providing that such displacement has not lasted for more than eighteen (18) months.

(k) The Company shall give advance notice of lay-off and recall to the Union and employee where it is practical to do so in accordance with the Employment Standards Act of Ontario.

The Company will provide the Union with a list of those employees laid-off and recalled.

(l) Whereby application of this section, an employee who is (1) downgraded or (2) assigned to a

classification in which he has previously been classified and qualified he will receive the maximum rate of classification to which he is assigned.

**7.05** Once work becomes available, re-call shall be made in reverse order of seniority and in accordance with the provisions of Article 7.04 and employees will return to their original classification as soon as possible.

**7.06 (i) JOB POSTING**

(a) All permanent vacancies in excess of thirty (30) days and newly created positions will be posted throughout the plant on bulletin board provided for such purpose. Employees desiring such position shall make written application on the forms provided by the Company. The Union shall receive the names of the applicants and subsequently the name of the successful applicant.

(b) The selection of Job Posting applicants will be conducted on the basis of seniority where it can be reasonably expected that the employee will be able to perform all jobs within classification.

(c) The successful applicant will have ten (10) days to accept or reject job and will be given twenty (20) days training period on the new job, unless it is mutually agreed that more training time is required.

(d) During this period of time, the employee may return to his previous classification.

(e) If this should occur, then any employee that may have been transferred as a result of the posting will also then be returned to their former classification.

(f) The job will not be re-posted. The Company will then make the next selection from amongst the original applicants.

(g) If there are no applicants, then the Company may fill the job from other sources.

(h) Any employee who is successful in

posting for a job shall not be considered for another job posting within a period of six (6) months from his start on his new job unless the posting is a promotion.

(i) Senior employees that may be absent from work while on approved leave of absence, vacation, illness or Workers' Compensation, must be regarded as applicants for job postings if they are scheduled to return within ten (10) working days of the start of the new job.

(j) If the Company requires full and immediate qualification for a posted skilled trade job or intends to provide a training period, it shall so indicate on the posting and first consideration for training will be given to current employees.

#### **7.07 AUTOMATION, TECHNOLOGICAL CHANGE**

(a) In the event of installation of new mechanical, electronic, automated equipment or any other changes that will effect the job status of any employee(s) in the Bargaining Unit, the Company will:

(i) Give as a minimum where possible, six (6) months advance notice before the change is implemented, meet the Union negotiating committee and provide the committee with data regarding the proposed date of installation, number and classification of employees likely to be affected by it and then affected employees will be notified.

(ii) Place affected employees in other jobs or classifications in accordance with the seniority provisions of this agreement. Where training is to be provided on any job impacted by change as described above, the Company agrees to provide the training opportunity first to the senior employee(s) affected where it can be reasonably expected such employee(s) can learn to perform the job(s).

**7.08** (a) It is recognized that the Company must be able, at all times, to maintain a qualified and competent work force on any shift. Provided the above requirements

are satisfied, an employee with seniority may file a request for shift transfer within his own classification. Where a vacancy occurs within the classification on the desired shift the employee will be transferred to that shift in line with his seniority.

(b) A request to transfer shift will be honored within 30 calendar days where the employee requesting the transfer has greater seniority than an employee in the same classification on the desired shift and has the ability and the physical fitness to perform properly the work required to be done.

An employee may change shift by his own request once every six (6) months.

(c) While it is understood that job assignments within a classification are solely at the discretion of the Company, employees returning from sick leave or pregnancy leave will be called back to the same assignment they had prior to the commencement of the leave of absence. In addition, a policy is recognized whereby an employee may file a request with the Personnel Department for an opening within their Classification on major filter lines. When an opening occurs such requests will be considered in line with Seniority.

In line with the above job assignments to major filter lines, Press Operator "A" Shell Press, Press Operator "A" Automatic, Press Operator "B", Spot Welder "A", Spot Welder "B", Tappers will be made at the commencement of the shift by seniority among those employees in the affected classification who have had their request previously acted upon and are present at the time the assignments are made.

Additionally, if it becomes necessary to reduce the number of employees assigned to a major filter line during the shift assignment will be made in reverse seniority of the original assignment.

**7.09** Seniority and the employment relationship shall be automatically terminated when an employee:

(a) is discharged for proper cause and is not reinstated in accordance with the provisions of this Agreement;

(b) is terminated upon the permanent shutdown of the Employer's facilities or any portion thereof, provided the Section 7.04 procedures are followed;

(c) is laid off or absent for any reason for a period of 18 months except for an absence resulting from accident or illness which will be for a maximum period of twenty-four (24) months;

(d) voluntarily quits, which shall be deemed to include:

(1) A failure to report for work after a layoff from the plant within five (5) working days after notification by telephone or receipt of registered mail at his last address appearing on the Employer's records, provided the employee notifies the Personnel Department within three (3) working days after such notification, of his intent to report for work;

(2) An absence and failure to notify the Employer as soon as possible, but in any event no later than three (3) working days after the absence occurs and once each week thereafter (this latter requirement is waived where the employee has obtained a medical leave of absence for a fixed period of time), but must contact the plant nurse after each doctor's appointment to update their possible return to work. The Company will accept doctor's statements as your personal contact with the Company; or

(3) An overstay of a leave of absence unless such overstay is justified and evidence of justification is provided to the Company.

**7.10** Nothing in this Agreement shall be deemed to limit or prohibit the employer's right in a temporary transfer. A temporary transfer shall not exceed thirty (30) calendar days in duration except by mutual agreement between the Company and the Union. Experience gained under this section will not be used to augment the qualifications set out in Section 7.05. When an employee is going to be temporarily transferred for the thirty (30) day period the employee will be given the same opportunity for overtime as the employee they are replacing. These employees will be given the opportunity to work overtime in their normal Dept. when overtime in the temporary area does not exist.

**7.11** The Employer will post and provide the Union with a departmental and plant-wide seniority list every three (3) months. A list of all bargaining unit employees and their addresses will be furnished to the Union every six (6) months.

**7.12** Employees within the bargaining unit who are promoted to a non-bargaining unit position with the Employer and who are transferred back into the bargaining unit by the Employer shall be credited with all prior seniority, while in the bargaining unit. When such transfers occur, the employee shall displace the most junior employee in the plant.

**7.13** When possible, members of the grievance committee will be assigned to the first shift, except where a committeeman chooses or volunteers to be assigned to another shift consistent with the remainder of this Agreement.

**7.14** During a layoff, the Union President, Vice-President, Financial Secretary, Chief Steward and where the lay-off occurs during negotiations, the Union Negotiating Committee shall be retained within their own classification. Where no work is available in their classification, they will be retained on active employment provided they are capable of performing some available job.

## **ARTICLE VIII**

### **Leave of Absence**

**8.01** Employees with seniority upon application setting forth good cause may be granted written leave of absence without pay, for a period not to exceed six (6) months. Leaves of absence will not be unreasonably withheld under this Section. The Union will be notified of all leaves granted under this Section.

**8.02** A leave of absence will not be granted to enable an employee to accept employment elsewhere, except that no more than two employees will be granted a leave of absence to work for the Union for a period of up to two (2) years, and there shall be no loss of seniority during the two (2) year period.

**8.03** A leave of absence will be granted upon written application to properly designated Union representatives to attend Union conventions, conferences or similar functions; provided, however, that no more than two (2) employees may be off for such purpose at any one time and such leave will not exceed two (2) weeks. The number of employees may be increased by agreement of the parties.

**8.04** (a) In the event of a death of an employee's spouse or children, an employee shall be entitled to take five (5) consecutive working days off with pay during this period of bereavement.

(b) In the event of a death of an employee's mother, father, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law, shall be entitled to take three (3) consecutive working days off with pay during this period of bereavement.

(c) In the event that a death should occur during the observance of a statutory holiday(s) or during an employees vacation period, then the holiday or

vacation period shall be extended by the length of the bereavement leave.

(d) It is understood and agreed the common-law and step relationships are included in the above and it is the responsibility of the employee to contact the Human Resources Department with this information.

**8.05** When an employee is required to be absent from work during regularly scheduled hours for service on a jury, or is subpoenaed as a witness, he shall receive the difference between that which he received as remuneration for said service and that which he would have received from the Company on a straight time basis if he had not been serving. To be eligible to receive such pay, the employee will be required to submit personal proof of service and the amount received from the Court for such service.

This clause is to apply for a period not to exceed eight (8) weeks.

**8.06** Leaves of absence shall be granted in case of pregnancy and at the time specified by employee's doctor. Such leaves may continue three (3) months after birth and will expire not later than four (4) months after the birth.

## ARTICLE IX Safety and Health

**9.01** The Company and Union agree that they mutually desire to maintain high standards of safety and health in the plant in order to prevent industrial injury and illness.

**9.02** The Company shall furnish reasonable equipment and supplies necessary to protect employees from injury in accordance with the Industrial Safety Act. Consistent with this, the Company will provide gloves

and hair nets where necessary and these will be replaced when they are worn out as a result of normal wear and tear and returned to the Company by the employee.

The Union will assist the Management in carrying out any reasonable accident prevention program.

**9.03** The Company and Union shall each appoint two (2) members to a Safety and Health Committee. The committee's function will be to promote safety and industrial hygiene in the plant. The Committee shall meet on the last Monday of each month. A portion of the meeting shall be devoted to inspecting all plants and departments.

**9.04** When an employee's job requires the wearing of safety glasses the Company will provide prescription safety glasses to said employee at no cost. The employee will be required to provide the prescription at their expense. Any deviation from standard safety frames or lenses will be at the employee's own expense.

**9.05** The parties have attempted to find a mutually satisfactory resolution to future problems concerning high temperatures and humidity. Any such resolution must recognize an employee's need to discontinue working where continuance of such work would be detrimental to their health. Conversely, any resolution must assure continuity of production where the sole reason for an employee wanting to discontinue work is that of being uncomfortable.

To this end the parties agree that whenever the humidex is in the range of 32 – 35 degrees Celsius as recorded at the Waterloo-Wellington Airport or when there is an apparent level of heat related distress within the plant the Bargaining Committee and Company representatives will immediately meet to review the situation to determine whatever action is necessary and discuss possible alternative solutions. Although no specific resolution has been agreed upon by the parties, some alternate resolution may be:

1. Suspension of operations
2. Shortening of workday
3. Sending home those employees whose health is being affected.

These above alternatives, as well as others that may be deemed appropriate, will be reviewed and a plan of action determined.

## **ARTICLE X**

### **Bulletin Boards**

**10.01** The Company agrees to provide the Union with bulletin boards in the plant for the purpose of posting Union notices and official papers. Notices will be posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. Such notices will be posted by officers of the Union and will be non-controversial in nature, and approved in writing by the Company. Approval will not be unreasonably withheld.

## **ARTICLE XI**

### **Copies of Agreement**

**11.01** The Company and the Union desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason, the Company will print the Agreement and the Management will give a copy to each employee within three (3) months of ratification.

## **ARTICLE XII**

### **Union Representatives**

**12.01** If an authorized Union representative who is not employed by the Company wants to speak to members of the Grievance Committee essential to the

dispute in question or about a grievance or other official Union business, he shall advise the Personnel office which shall then call the local Union representative to the office where they may confer privately.

These talks will be arranged so that they will not interfere with production and will be held only when absolutely necessary.

## **ARTICLE XIII**

### **Handicapped Employees**

**13.01** In the event of employees sustaining injuries at work, or becoming affected by occupational diseases during the course of their employment and becoming physically handicapped as a result thereof, every effort will be made by the Company to give the handicapped employee such suitable employment as is available.

## **ARTICLE XIV**

### **Hours of Work**

**14.01** In order to maintain an ongoing working relationship between the Parties, the Company and the Union agree to meet every three (3) months for the purpose of discussing mutual problems and concerns. The Company shall continue its long standing practice of advising the Union of work forecasts, etc.

**14.02** The normal work day will consist of eight (8) consecutive hours, exclusive of a lunch period, in any twenty-four (24) hour period. It is the intent of the Company to commence its first production shift at 7:00 a.m. for each one (1), two (2), three (3) shift operations with the hours for a three (3) shift operation 7:00 – 3:00, 3:00 – 11:00, 11:00 – 7:00 and on a two (2) shift operation, it will be 7:00 – 3:30 and 3:30 – 12:00, with one-half (1/2) hour lunch periods. It is agreed that the second shift can operate on a 4 – 10 hour shift, the hours will be 3:30 p.m. to 2:00 a.m. Monday to Thursday inclusive.

In the event that there is a major reduction of the work force that necessitates day shift employees being transferred to the second shift, the shift arrangements will revert to 5-8 hour shifts per week within one week or as soon as practical based upon scheduled production requirements.

(1) Overtime. For those employees working 10 hour shifts work performed in excess of 10 hours per day will be paid at 1 1/2 times base rate. Work performed on Friday will be paid at 1 1/2 times base rate. Work performed on Saturday or Sunday will be paid at 2 times base rate for the aforementioned employees.

(2) Holidays. Employees working the 10 hour shifts will be paid 10 hours pay for holidays that fall on their regular work days. Where a holiday falls on a Friday employees working the 10 hour shifts will take the prior Thursday as the holiday.

Employees must also meet the necessary qualifications as outlined in the contract.

(3) Swing Shifts. Upon installation and for the duration of 10 hour shifts rotating shifts will cease with the exception of the maintenance employees assigned to the maintenance department. Those employees affected will be assigned to a permanent shift based upon their preference and seniority.

(4) Credits for Probation and Holidays. Where an employee works a full scheduled work week (Monday-Thursday) he/she will be credited with 5 work days toward the probationary period and holiday qualifications. Employees working less than 4 - 10 hour shifts (Monday-Thursday) will receive credit for days actually worked.

(5) Breaks. Employees working on the 10 hour shifts may take one unpaid 10 minute break scheduled sometime between the dinner break and the end of the shift depending upon the production requirements of the department.

It is recognized that individual employees or groups of employees may commence at odd hours due to the needs of the Company. When shift times are changed, notice shall be provided to the affected employees. When possible, forty-eight (48) hours notice of a shift change will be given.

Employees shall not be transferred from one shift to another shift for the purpose of avoiding payment of overtime.

**14.03** Rest Period and Wash-up Period - The current practice of providing employees a ten (10) minute rest period during the first half of their work shift and a five (5) minute wash-up period immediately prior to the employee's lunch period shall be continued.

**14.04** Lunch Periods - Employees assigned to an operation that runs on a scheduled three shift operation shall normally be scheduled to work seven and one-half hour shifts with a paid additional 1/2 hour lunch period during said shift. Any lunch period will be paid at day rate.

**14.05** The Company shall pay an employee one and one-half times his regular straight time hourly rate for (1) all hours worked in excess of eight in any 24 hour period, or (2) for those hours that the employee is required to work outside his regularly scheduled shift hours for the first 16 hours of overtime worked in the work week.

Overtime hours worked in excess of 16 hours shall be compensated at a rate of double time.

The Company shall pay one and one-half (1 1/2) times the regular straight time hourly rate for all work performed on Saturday and two (2) times the regular straight time hourly rate for all work performed on Sunday and Holidays. Saturday, Sunday and Holiday work for purposes of this Section, is work performed on a shift which commenced on the respective Saturday, Sunday or Holiday.

Said payments are in lieu of Saturday and Sunday premium pay and are designed to accommodate the hours assigned to said groups.

Employees on the third shift regularly scheduled to commence work on Sunday night will have shift designated on Monday and work beginning on Friday night to be designated on the third shift, Saturday work.

**14.06** An employee who normally performs a job will be given the first opportunity to work overtime on said job and shift.

The Company will give as much notice of overtime as is practical. Employees from day shift that are available for additional overtime on Friday night shift in their own classification or employees from afternoon shift that are available for additional overtime in their own classification on Saturday mornings should contact the Foreman on that shift and department. Every attempt will be made to accommodate this request. These requests must be made by Thursday noon for both shifts. Once an employee has agreed to overtime and has been assigned to work it, this will be treated as a scheduled shift.

1. Where positions normally rotate, i.e. from one employee to another on a line or department basis available overtime will be distributed on a rotational basis. Refusal to work would be considered as acceptance for purposes of rotation. Departments and lines would be as follows:

1. Spin on Lines 1, 2, and 3 (as one group)
2. Element Lines 1, 2, 4 (as one group)
3. Metal End Line
4. Sub Assembly
5. Shell Presses

Where the foreman is unable to obtain a sufficient number of qualified employees to perform the work he

may then request other employees to work based upon his assessment of their ability to perform available work.

2. Where positions do not normally rotate, the overtime will be offered to the employee(s) who normally perform the work.

Nothing in this clause is to be interpreted to restrict the ability of the Company to schedule overtime if required provided it does so in a manner that is consistent with the terms and conditions of the Collective Agreement.

## **ARTICLE XV**

### **Holidays**

**15.01** The following days will be observed as statutory holidays:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Day Before Christmas
Dominion Day	Christmas Day
Civic Holiday	Boxing Day
Labour Day	Day Before New Year's Day

In addition to the above, a floating holiday shall be observed on a date mutually agreeable to the parties.

**15.02** Where any of the above named paid holidays falls on what would otherwise be a regular working day, or where any of the said paid holidays falls on a Saturday or Sunday (the day celebrated as a paid holiday in lieu thereof shall be either the Friday before or the Monday after), all eligible employees shall receive payments for such holidays based on their regular straight time hourly rates multiplied by the number of hours on the shift the employee would have normally worked that day excluding overtime and shift premium subject to the following conditions:

(a) The employee has been employed twenty (20) working days prior to the holiday.

(b) The employee must work the full day immediately preceding and the full work day immediately following specific exceptions:

(1) Employees on approved leave of absence shall receive holiday pay if the approved leave does not exceed two (2) weeks in duration, for all reasons except where an employee is on leave to attend a Union convention. An employee who is absent due to injury or illness and presents satisfactory medical evidence of his disability will be eligible to receive holiday pay for an absence.

(2) An employee laid off within twenty (20) working days prior to the holiday shall be eligible for holiday pay.

(3) An employee who works less than his regularly scheduled shift on the day after the holiday if his action enjoys the prior approval of his supervisor or if in leaving early or reporting late is caused by good and valid reason acceptable to the Company.

(c) If an employee works on one of the above named paid holidays, he will receive payment at two (2) times his regular straight time hourly rate for the time actually worked by him, in addition to receiving his holiday pay.

(d) The Parties agree that the Company will pay only the amount required to reach 100% of the employee's holiday pay for any holiday in which the employee is in receipt of Weekly Indemnity or W.C.B. for a maximum period of fifty-two weeks.

## **ARTICLE XVI**

### **Vacations**

**16.01** Each employee shall be entitled to an annual vacation with pay in accordance with the employee's length of service as provided in this Collective Agreement.

**16.02** An employee who on June 30th has less than one (1) year of service shall be entitled to one (1) week of vacation with pay. Vacation pay shall be four percent (4%) of the employee's gross earnings for the previous year ending June 30th in accordance with Provincial Legislation.

**16.03** An employee who on June 30th has completed one (1) year of service, but less than five (5) years, shall be entitled to two (2) weeks of vacation with pay. Vacation pay shall be four percent (4%) of the employee's gross earnings for the previous year ending June 30th.

**16.04** An employee who on June 30th has completed five (5) years of service but less than twelve (12) years, shall be entitled to three (3) weeks of vacation with pay. Vacation pay shall be six percent (6%) of the employee's gross earnings for the previous year ending June 30th.

**16.05** An employee who on June 30th has completed twelve (12) years of service shall be entitled to four (4) weeks of vacation with pay. Vacation pay shall be eight percent (8%) of the employee's gross earnings for the previous year ending June 30th.

**16.06** An employee who on June 30th has completed twenty (20) years of service shall be entitled to five (5) weeks of vacation with pay. Vacation pay shall be ten percent (10%) of the employee's gross earnings for the previous year ending June 30th.

**16.07** An employee who has completed thirty (30) years of service shall be entitled to six (6) weeks of vacation with pay.

Vacation pay shall be twelve percent (12%) of the employee's gross earnings for the previous year ending June 30th.

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**16.08** In the calculation of vacation pay, previous years' vacation will be included in the employee's gross earnings for the purpose of the percentage (%) calculation in this Article.

An employee who leaves the employ of the Company shall receive vacation pay equal to two percent (2%) of his earnings for the applicable vacation period for each week of vacation entitlement.

**16.09** The Company may require all employees to take a vacation period and may close the plant or any part of the operations for that purpose at any time convenient to the Company **so** long as the vacation shutdown does not commence earlier than the calendar week in which July 15th occurs and does not conclude later than the calendar week in which August 15th occurs. Where practicable the two week shutdown will coincide with the period immediately preceding the August civic holiday. Vacations scheduled for the period of the plant shutdown will be posted not later than May 1st. Subsequent to such posting, a change in the period will only be made if necessitated by the demands of the of the Company's customers. Employees who **are** scheduled to remain on duty during the plant shutdown, or have additional vacation time due them, will be allowed their vacation at some other time during the period from July 1st of the present calendar year and June 30th of the following calendar year, irrespective of when vacation is taken during the twelve months following. Where a shutdown does not occur, vacations will, as far as possible, be granted for the period preferred by the employee in accordance with his length of service **so** long as such schedule does not interfere with the needs of the Company.

During negotiations the difficulties associated with scheduling vacation during the summer period were discussed.

The Company and the Union agree that for the period commencing with the week when June 15th occurs through the last shift prior to the Labour Day Holiday the Company may retain STUDENTS as employees paid at the rate of 75% of the rate schedule for the appropriate classification. It is agreed that these employees would not be retained for a period in excess of 40 working days.

Such employees would not be hired while there are employees with seniority on layoff capable, willing and available to perform the work. Further such employees would not be requested to work overtime except where no other regular employee is available to perform the work.

**16.10** Employees eligible for vacation shall receive their entire vacation pay benefit at the time of initial vacation period, or may prorate it over subsequent vacation periods, if any, during the twelve month period from July 1 – June 30.

Employees will not be allowed to waive their vacation payments and have them accumulate from year to year. Any vacation taken must be completed before June 30th of each vacation year.

Vacation periods will not be less than five (5) consecutive working days and shall be taken except when the employee and the Company agree that special circumstances warrant otherwise.

**16.11** If a regular paid holiday falls during an employee's vacation period, an extra day will be given with pay at the beginning or ending of the vacation period.

## ARTICLE XVII

### Wages

**17.01** (a) The hourly base rates set forth in Schedule "A" attached hereto shall be effective November 7, 1989 and shall remain in effect through November 6, 1990. The hourly base rates set forth in Schedule "B" attached hereto shall be effective November 7, 1990 and shall remain in effect through November 6, 1991. The hourly base rates set forth in schedule "C" attached hereto shall be effective November 7, 1991 and shall remain in effect through November 6, 1992.

(b) An employee will be paid the midrange and maximum classification rate as soon as the Company determines he is fully qualified on the job, but in no event later than 40 and 60 days, respectively. Employees that may be downgraded for any reason shall receive the maximum rate immediately if qualified.

(c) In the event the Company establishes new jobs or significantly changes an existing job, the Parties will meet to discuss the changes and negotiate if necessary a proper rate for the new or changed job.

**17.02** When an employee reports for work at his scheduled time and is sent home before starting work or during his first four (4) hours, said employee shall receive payment including applicable overtime pay, if any, for the time actually worked plus the difference between time actually worked and four (4) hours multiplied by his regular base rate. Where an employee is scheduled to work on a ten (10) hour shift the above reporting pay will be five (5) hours. No such payment will be made if notice is communicated to the employee's last known address by appropriate means, including telephone, at least one hour prior to said employee's scheduled shift starting time, or even if no notice is communicated under the following circumstances:

(a) when normal operations are affected by a major mechanical breakdown or other condition beyond the control of the Company, such as fire, flood, severe storms or work stoppages;

(b) when an employee was absent when notice not to report for work was given; however, the Company will make a reasonable effort to contact an employee by phone where the employee would otherwise report for their next shift;

(c) when an employee is sent home as a disciplinary measure at the start of the shift or during the first four (4) hours of work.

**17.03** Any employee called in for emergency work at a time other than his regular starting time shall receive pay for the time worked at the applicable rate, but at least an amount equal to three (3) hours at employee's applicable rate.

**17.04** Any employee temporarily transferred to a lower rated classification shall continue to be paid the base wage rate he was paid in his regular classification. An employee temporarily transferred to a higher rated classification shall be paid the rate at the level within the rate range of his regular classification. When an incentive employee who would otherwise be on incentive is requested to temporarily transfer to a non-incentive job the employee will be paid 25% on the incentive base while on the transfer.

**17.05** An employee hurt in an industrial accident shall be paid time lost on the day he was injured at his base hourly rate

Incentive workers shall receive average incentive earnings.

**17.06** A night shift differential of forty-one cents (41) per hour shall be paid to all employees scheduled to start work on the second (or afternoon) shift and forty-

one (41)cents on the the third (or night) shift. Effective November7, 1991 the shift differentialwill be adjustedto forty-six (\$.46)cents per hour.

## **ARTICLE XVIII**

### **Incentive Pay Provisions**

Except as otherwise provided in this Agreement, all existing incentive standards in effect on the date this Agreement becomes effective, and any incentive standards which may be subsequently established, shall remain in effect and unchanged and shall be applied to those jobs to which they were originally or subsequently applied, so long as said jobs remain unchanged.

When such change or changes occur, paragraph3 of this Article shall apply.

**18.01** Standard Hours and Production Count – The Company will institute and maintain incentive standards on jobs which it concludes lend themselves to the application of such standards.

Where a job is not ready for the establishment of a permanent standard, a temporary standard will be placed on the operation in accordance with Section 18.07. This temporary standard will be established no later than during the first ten (10) working days during which the operation is run each day for the full day or major fraction thereof. The incentive standard shall be of the standard hour type and payments will be made on the basis of standard hours earned times the base rate for the job. Incentive standards are established and maintained on the "one for one" basis; i.e., one percent (1%) increase in earnings for one percent (1%) increase for acceptable production above the established incentive standard. Payments will be made only for acceptable pieces produced, except where the scrap is not attributable to the fault of the operator.

**1802** Time Standards – Time standards under the incentive system shall be based on predetermined time data, standard data (developed in the plant), time study, ratio delay studies or other established engineering practices. Incentive standards shall be established by the Company so that qualified experienced employees working on the operation with normal incentive effort and following prescribed methods will have an opportunity to earn twenty-five percent (25%) above the base rate while working on the operation. It is recognized that such methods will be consistent with safe working procedures and the incentive pace will not produce fatigue to a degree that would be harmful to a normal healthy employee.

Allowances totalling not less than thirteen percent (13%) shall be made for rest periods, necessary personal time, and minor unavoidable delays, etc., consistent with earnings opportunity described above.

**1803** Guarantee of Incentive Standards – when an incentive standard has been established, reviewed and confirmed or reset, on an operation under the incentive system, it shall not be changed during the term of this Agreement except for a proven error in computation or to reflect a change in crew size, method of production, materials, equipment, quality standards, or machine speeds or feeds, or an accumulation of such changes which in total affects the time standards by five percent (5%) or more

When an incentive standard has been established by an elemental time study and thereafter the job is changed to alter such time necessary to perform such job, only the elements affected by the change shall be revised.

**1804** Daily Guarantee – Employees working on an incentive basis will be paid the incentive earnings they earn each day, but not less than the total of the employee's hourly base rate times the number of hours

worked on incentive during the work day. All incentive standards will be established on an individual employee daily basis for each incentive job performed except where group incentives are necessary.

As an exception to the above, when an employee is transferred to another classification for part of the day, earnings will be calculated separately for the time spent in each classification.

**18.05** Grievances on New Time Standard – When a new or revised time standard is applied to an operation, no grievance relating to the new or revised standard may be filed until fifteen (15) work days after a high volume operation is first run on the new standard or until a low volume job has run on at least three occasions. Although a grievance cannot be filed challenging the rate during the time limits set forth above, upon request of the operator, the Company will re-check any such new or revised standard after it has run five (5) work days on a high volume job or run at least two (2) occasions on low volume jobs. For purpose of this Section, a low volume job is one that produces less than 5,000 finished parts per year.

After completion of the above trial period, a grievance may be filed within the next following forty-five (45) days, but not thereafter, alleging that the standard does not provide the opportunity as set forth in Section 18.02. In the event such grievance is finally presented to an arbitrator for discussion, the sole question to be decided by the arbitrator is whether the Company has complied with the procedure provided in Section 18.02 for establishing incentive standards and that a fair and equitable standard has been established in accordance with the provisions of Section 18.02. Any change which is made in a time standard pursuant to grievance filed pursuant to this Section shall be retroactive to the date that the new or revised standard was established on the job.

In the event an incentive standard is alleged to have been affected by change or changes made by the Company in the manner and to the extent provided in Section 18.03, any employee affected may take up the complaint with the Time Study Steward.

If the Time Study Steward deems further investigation necessary he shall make a written request for a meeting with the Industrial Engineering Representative. A meeting shall be held between the Time Study Steward and the Industrial Engineering Representative within 24 hours thereafter or a mutually agreed upon time. The format of the meeting shall be mutually agreed upon by the individuals involved. Failing a resolution of the dispute, the Time Study Steward shall reduce the grievance to writing within five (5) working days after the meeting(s) specified above.

The Company's Industrial Engineering Representative shall within five (5) working days following receipt of the written grievance, render a written decision. Failing satisfactory resolution the grievance may be advanced by the Time Study Steward to Step Three (3) of the grievance procedure. If such grievance is submitted to arbitration, any adjustment resulting from the decision of the Arbitration Board shall be effective as of the date of the written request for the meeting.

**18.06** Incentive Information— The Company will assure that incentive employees working on incentive operations will have information to enable them to understand the incentive application to their job. This includes the responsibility to advise the employee when a new or revised study of an operation is being made and to provide any pertinent information the operator may request. If the operator feels he does not have sufficient information to enable him to perform his job as required, or does not understand the information made available to him, he shall be expected to request further information.

**18.07** Temporary Incentive Standards – A temporary standard or standards may be placed upon an operation when temporary non-standard conditions arise or when it is not practical (due either to job condition or to time limitations) to establish a permanent standard. The purpose of such standard is to afford the employee concerned an opportunity to work at incentive and make incentive earnings, and to give the Company incentive production, even though it is not practical to develop a permanent standard. Accordingly, in setting such temporary standard, sincere effort will be made to afford the employees concerned incentive opportunity which approximates that in Section 18.02. Any standard which is temporary will be clearly indicated in an appropriate manner.

A temporary standard will not remain in effect for more than forty (40) hours of production for a high volume job and sixteen (16) hours on a low volume job (but may be changed within such periods). At the conclusion of the appropriate time period, the temporary standard will be automatically cancelled unless the Company performs one of the following alternatives:

1. Establishes a permanent standard and clearly designates it as a permanent standard; or
2. Reissues the same or another temporary standard.

If the second alternative is adopted, the Union will be advised on the unusual circumstances that prevent the establishment of a permanent standard at that time and said standard will remain in effect for the duration as described in the first sentence of this paragraph.

The second paragraph of this Section is only applicable to temporary standards established on or after February 1st, 1974.

**18.08** Information Provided During Grievance Procedure – When an incentive grievance has been appealed to Step Two of the grievance procedure, the

Company will explain and provide to the Grievance Committee all of the pertinent data which was used to determine the incentive rate, or any other pertinent information required in order to properly process the grievance.

**18.09** Downtime – Employees shall clock off the job at any time production is interrupted where such delay is approved and recorded as beyond the control of the operator. If such downtime exceeds a total of fifteen (15) minutes per shift, all such delay time in excess of said fifteen (15) minutes shall be paid at the employee's base rate.

**18.10** The Union will choose a member of the bargaining unit to act as Time Study Steward. The Union agrees that it will use its best efforts to choose an individual who will be able to accept and comprehend the training essential to a Time Study Steward and who will exercise his functions in an objective manner.

The Company will make available to the Time Study Steward the information relevant to the establishment or revision of incentive standards. The Company will provide the Time Study Steward advance notification of major incentive standard changes.

This will include the opportunity to review the proposed standard prior to its implementation.

## **ARTICLE XIX**

### **Insurance**

**19.01** The following Employees Group Insurance Plan shall continue in effect with changes as noted:

(a) The weekly disability benefit shall be 66-2/3% of forty times (40x) the employee's base hourly rate or the amount payable under the provision of the Employment Insurance Plan, whichever is greater. When

an employee is, by mutual agreement between the Company and the Union, normally working less than forty (40) hours per week, the multiplier for the calculation of benefits shall be in accordance with the number of hours regularly worked.

Eligibility and duration shall be on the basis of 1-1-8-52.

Where an employee is absent from work for a non-occupational disease and such disease continues for a period of 15 consecutive days, the employee then will receive benefits computed back to the fourth day of absence. Where an employee undergoes surgery at a recognized hospital on an outpatient basis, the employee will receive benefits computed from the date of surgery. The employee will receive disability benefits for the first day of absence for hospital diagnostic tests excluding x-rays and blood work.

(b) The Company shall provide Life and Accidental Death Insurance for each employee in the amount of \$16,000. Effective November 7, 1990, for all active employees, this coverage shall be increased to \$17,000. Effective November 7, 1991, this coverage shall be increased to \$18,000 for all active employees.

(c) The Company shall pay the total cost for dental insurance.

The coverage provided shall be the Blue Cross #7 Plan, 1987 ODA, or a comparable plan.

(d) The Company shall provide a thirty-five cent (35) deductible drug plan.

(e) The Company will contribute 100% of the total Ontario Health Insurance Plan (OHIP) and the supplementary insurance (including Life and Weekly Disability Insurance) premium.

(f) The Company will provide a \$110.00/24 month Vision Care program for eligible employees and their dependants. The Company will pay the full cost of

this coverage. Effective November 7, 1990 the coverage will be adjusted to \$120.00 each, every 24 month period.

(g) During negotiations the Parties agreed that any premium reduction resulting from the acceptance of the Company Weekly Indemnity Plan by the Unemployment Insurance Commission as a qualified plan would accrue in total to the Company as an offset to benefits provided.

## **ARTICLE XX**

### **Pensions**

**20.01** The Company agrees to continue with a Pension Plan subject to approval by the Ontario Pension Commission under all applicable provisions and regulations.

**(i) ELIGIBILITY FOR MEMBERSHIP**

(a) If an Employee on April 1, 1987, you become a Member automatically.

(b) if hired on or after April 1, 1987, you become a Member on the January 1, next following the date of hire

**(ii) NORMAL RETIREMENT AGE**  
- age 65

**(iii) NORMAL RETIREMENT BENEFIT**

(a) For Credited Service to December 31, 1989:  
The value of \$7.50 per month, multiplied by the number of years of credited Service to December 31, 1989.

PLUS,

(b) For Credited Service from January 1, 1990:

The pension provided by the accumulated value of:

(i) Company contributions of 20 cents for each hour worked (excluding any overtime equivalent), during 1990, 1991 and 1992 -

PLUS,

(ii) Credited interest, compounded annually, at rates determined annually, which shall not be less than as prescribed by the Pension Commission of Ontario.

(c) For any member retiring after January 1, 1990, under the Normal Retirement provisions, the pension benefit will not be less than the following value, for all years of credited service:

- \$10.00 per month, per year of Credited Service

Detailed information available from your Human Resources Department.

## **ARTICLE XXI**

### **No Strikes or Lockouts**

**21.01** In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the term of this Agreement, there will be no strike or stoppage of work, as defined by the Ontario Labour Relations Act of Ontario, RSO 1970, Chapter 232, either complete or partial and the Company agrees that there will be no lockout.

**21.02** The Company shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike or work stoppage in violation of Section 21.01, but a claim that a disciplined or discharged employee did not participate in such activity may be in the subject of a grievance.

X

**ARTICLE XXII**  
**Duration of Agreement**

**22.01** This Agreement shall be in effect until November 6, 1992 and shall thereafter continue for a ~~further period of one~~ (1) year unless not more than ninety (90) days (and not less than thirty (30) days) before the expiration either party shall give written notice to the other party that it desires revision, modification and termination of this Agreement at its expiration date.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1990

FOR CAMBRIDGE PLANT  
HAYES DANA INC.  
~~FILTERS~~ DIVISION  
John Smart  
Bill Taylor  
Joyce Bennett

FOR UNITED STEELWORKERS OF AMERICA  
LOCAL 4605  
Jim Pudge  
Marie McGrath  
Debbie Skanes  
Debbie Boland  
Mike Porter

## SCHEDULE "A"

The following schedule of rates is effective November 7, 1989 and shall remain in effect until November 6, 1990. Skilled Trades rates include an additional .20 cents per hour. Non-Incentive rates include an additional .10 cents per hour.

<b>Non-Incentive</b>	<b>Min.</b>	<b>Mid.</b>	<b>Max.</b>
Tool & Die A	\$13.95	\$14.61	\$15.27
Machine Maintenance	13.05	13.67	14.28
Maintenance "Trainee"	11.65	12.20	12.74
Maintenance Labour			
- Janitor	9.77	10.23	10.69
Electrician/Electronics	13.53	14.17	14.81
Die Setter	11.54	12.09	12.63
Shipper/Receiver	10.30	10.79	11.27
Material Handler	10.30	10.79	11.27
Serviceperson	11.04	11.56	12.08
Printer Set-Up	10.46	10.96	11.45
Production Re-Work/ Repack	9.09	9.52	9.94
Shear Operator/ Serviceperson	11.04	11.56	12.08
Scrap Recorder/ Shell Stripper	9.94	10.41	10.87
 <b>Incentive</b>	 <b>Min.</b>	 <b>Mid.</b>	 <b>Max.</b>
Press Operator " A	\$ 9.76	\$10.23	\$10.69
Automatic Tube Machine Automatic Presses Complete Set-Up			
Shell Presses Complete Set-Up	9.76	10.23	10.69
Machine Operator "A" Seamers Water Tester Helps With Set Up	9.07	9.50	9.93

Incentive	Min.	Mid.	Max.
Tapper Operator	\$ 9.07	\$ 9.50	\$ 9.93
Machine Operator A-1	9.26	9.70	10.14
Dry Tester			
Seamer			
Water Tester			
Complete set-up on above equipment and also all other equipment on Spin On Line			
Spot Welder " A	9.54	9.99	10.44
All ProjectionWelders			
All Spot Welders			
Complete Set-Up on above			
Spot Welder "B"	8.88	9.30	9.72
All Projection Welders			
Help with Set-Ups			
Press Operator "B"	9.29	9.73	10.17
Run All Small Presses			
Help with Minor Adjustments			
Serviceperson Incentive	9.66	10.12	10.58
All Production Line Serviceperson This person could be in any dept.			
Assembler	8.39	8.79	9.18
Packing			
Gasket Machine			
Components on to line			
Cut Paper on Line			
Prepping on Elements			
Manual Tube Machines			
Bypass Welders			
Dispenser			
Packing PlantII			
Shrink Wrap			
Poly Bagging			
Hand Feed Automatic Tappers			
Painter	9.54	9.99	10.44
Silk Screen			
Paint Booth			
Washer			
Dryer			
Paper Machine	9.75	10.22	10.68

## **GROUP LEADER**

The top rate for classification will be the top base rate of the highest paid job classification in this group plus 45 cents (.45) per hour.

Die Setter rates will be paid to Press Operator "A" employees while performing set up work.

## SCHEDULE "B"

The following schedule of rates is effective from November 7, 1990 to November 6, 1991. This represents .35 cents added to the maximum base rates listed in schedule "A".

<b>Non-incentive</b>	<b>Min.</b>	<b>Mid.</b>	<b>Max.</b>
Tool & Die	\$14.50	\$15.16	\$15.82
Machine Maintenance	13.60	14.22	14.83
Maintenance "Trainee"	12.20	12.75	13.29
Maintenance Labourer			
-Janitor	10.22	10.68	11.14
Electrician/Electronics	14.08	14.72	15.36
Die Setter	11.99	12.54	13.08
Shipper/Receiver	10.75	11.24	11.72
Material Handler	10.75	11.24	11.72
Serviceperson	11.49	12.01	12.53
Printer Set-Up	10.91	11.41	11.90
Production Re-Work!			
Repack	9.54	9.97	10.39
Shear Operator/			
Serviceperson	11.49	12.01	12.53
Scrap Recorder/			
Shell Stripper	10.39	10.86	11.32
<b>Incentive</b>	<b>Min.</b>	<b>Mid.</b>	<b>Max.</b>
Press Operator " A	\$10.11	\$10.58	\$11.04
Automatic Tube Machine			
Automatic Presses			
Complete Set-Up			
Shell Presses	10.11	10.58	11.04
Complete Set-Up			
Machine Operator " A	9.42	9.85	10.28
Seamers			
Water Tester			
Helps with Set Up			
Tapper Operator	9.42	9.85	10.28

	Min.	Mid.	Max.
Incentive			
Machine Operator A-I	\$ 9.61	\$10.05	\$10.49
Dry Tester			
Seamer			
Water Tester			
Complete Set-Up on above equipment and also all other equipment on Spin On Line			
Spot Welder "A"	9.89	10.34	10.79
All Projection Welders			
All Spot Welders			
Complete Set-Up on above			
Spot Welder "B"	9.23	9.65	10.07
All Projection Welders			
Help with Set-Ups			
Press Operator "B"	9.64	10.08	10.52
Run all Small Presses			
Help with Minor Adjustments			
Serviceperson Incentive	10.01	10.47	10.93
All Production Line Serviceperson This person could be in any dept.			
Assembler	8.74	9.14	9.53
Packing			
Gasket Machine			
Components on to Line			
Cut Paper on Line			
Prepping on Elements			
Manual Tube Machines			
Bypass Welders			
Dispenser			
Packing Plant II			
Shrink Wrap			
Poly Bagging			
Hand Feed Automatic Tappers			
Painter	9.89	10.34	10.79
Silk Screen			
Paint Booth			
Washer			
Dryer			
Paper Machine	10.10	10.57	11.03

## SCHEDULE "C"

The following schedule of rates is effective from November 7, 1991 to November 6, 1992. This represents .35 cents added to the maximum base rates listed in schedule "B".

<b>Non-Incentive</b>	<b>Min.</b>	<b>Mid.</b>	<b>Max.</b>
Tool & Die	\$15.05	\$15.71	\$16.37
Machine Maintenance	14.15	14.77	15.38
Maintenance "Trainee"	12.75	13.30	13.84
Maintenance Labourer - Janitor	10.67	11.13	11.59
Electrician/Electronics	14.63	15.27	15.91
Die Setter	12.44	12.99	13.53
Shipper/Receiver	11.20	11.69	12.17
Material Handler	11.20	11.69	12.17
Serviceperson	11.94	12.46	12.98
Printer Set-Up	11.36	11.86	12.35
Production Re-Work/ Repack	9.99	10.42	10.84
Shear Operator 1 Serviceperson	11.94	12.46	12.98
Scrap Recorder/ Shell Stripper	10.84	11.31	11.77
<b>Incentive</b>	<b>Min.</b>	<b>Mid.</b>	<b>Max.</b>
Press Operator " A Automatic Tube Machine Automatic Presses Complete Set-Up	\$10.45	\$10.92	\$11.39
Shell Presses Complete Set-Up	10.45	10.92	11.39
Machine Operator " A' Seamers Water Tester Helps with Set Up	9.77	10.20	10.63
Tapper Operator	9.77	10.20	10.63

Incentive	Min.	Mid.	Max.
Machine Operator A-I	\$ 9.96	\$10.40	\$10.84
Dry Tester			
Seamer			
Water Tester			
Complete Set-Up on above equipment and also all other equipment on Spin On Line			
Spot Welder "A"	10.24	10.69	11.14
All Projection Welders			
All Spot Welders			
Complete Set-Up on above			
Spot Welder "B"	9.58	10.00	10.42
All Projection Welders			
Help with Set-Ups Press			
Press Operator "B"	9.99	10.43	10.87
Run all Small Presses			
Help with Minor Adjustments			
Serviceperson Incentive	10.36	10.82	11.28
All production Line Serviceperson This Person could be in any dept.			
Assembler	9.09	9.49	9.88
Packing			
Gasket Machine			
Components on to line			
Cut Paper on Line			
Prepping on Elements			
Manual Tube Machines			
Bypass Welders			
Dispenser			
Packing Plant II			
Shrink Wrap			
Poly Bagging			
Hand Feed Automatic Tappers			
Painter	10.24	10.69	11.14
Silk Screen			
Paint Booth			
Washer			
Dryer			
Paper Machine	10.45	10.92	11.38

## LETTER OF INTENT

### Subject: Incentive Programme

During negotiations between the Company and the Union resulting in the Collective Agreement dated November 7, 1975, the Company agreed to provide this letter concerning the administration of the Wage Incentive Programme. It is specifically agreed that the following procedures shall be used as an aid in the understanding of the system.

1. When an employee is assigned to an incentivized operation, there shall be posted as his work station the incentive standard for the particular operation he is performing.
2. Attached to this letter is a summary of procedural devices or guidelines for use by the Company in establishing and administering the individual standards and overall programme itself. These are recognized by the parties solely as general guidelines and failure to adhere to any particular portion does not constitute a basis for invalidating any standard or portion of the incentive system.
3. The Company will make available to the Time Study Steward the information relevant to the establishment or revision of the incentive standard where the adequacy of such standard has become an issue.
4. The Company will attempt to facilitate the release of incentive earnings information.

## LETTER OF INTENT

During negotiations the feasibility of establishing regular monthly Union Steward meetings at the plant was discussed. As agreed these meetings will be arranged and will follow these guidelines:

1. The meetings to be held on the Tuesday prior to the second (2nd) Tuesday of the month in the Conference Room commencing at 3:00 p.m. and with adjournment promptly at 4:00 p.m.
2. The Company will permit all current active Stewards as designated in writing to the Company by the Union to attend this meeting. It is understood this absence is on the employee's own time and will not be paid by the Company.
3. Either the chief steward or Union President will act as chairperson and will assume responsibility to administer these guidelines.
4. These meetings will strive to reduce the necessity for unscheduled meetings between Company and Union Officials.

## LETTER OF INTENT

Following these negotiations, the Company and the Union agree to work together to investigate a fair straight hourly pay system that could replace the incentive pay system now in place. This project will be completed during the life of this contract

There will be no changes made, either temporary or permanent, without agreement of both Parties.